

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350876

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Exceptional Innovation, Inc.		08/07/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas		
<b>Street Address:</b>	60 Wall Street		
<b>Internal Address:</b>	16th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Banking Corp.: NEW YORK		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3446891	EXCEPTIONAL INNOVATION	
<b>Registration Number:</b>	3446925	X	
<b>Registration Number:</b>	3464371	X EXCEPTIONAL INNOVATION	
<b>Registration Number:</b>	3574094	EXCEPTIONAL INNOVATION	
<b>Registration Number:</b>	3574099	X	
<b>Registration Number:</b>	3657351	X	
<b>Registration Number:</b>	3657352	EXCEPTIONAL INNOVATION	
<b>Registration Number:</b>	3657353	X EXCEPTIONAL INNOVATION	
<b>Registration Number:</b>	3677932	LIFE WARE	
<b>Registration Number:</b>	3690180	LIFE WARE CERTIFIED	
<b>Registration Number:</b>	3696419	LIFE   WARE UNIVERSITY U	
<b>Registration Number:</b>	3697189	LIFE STORAGE	
<b>Registration Number:</b>	3697190	LIFE VISION	
<b>Registration Number:</b>	3701082	LIFE CONTROLLER	
<b>Registration Number:</b>	3712883	X	
<b>Registration Number:</b>	3747288	LIFE   WARE CONNECTED	
<b>CORRESPONDENCE DATA</b>			

CH \$415.00 3446891

**Fax Number:** 3026365454

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 800-927-9801 x 62348

**Email:** jean.paterson@cscglobal.com

**Correspondent Name:** Corporation Service Company

**Address Line 1:** 1090 Vermont Avenue NW, Suite 430

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	740126
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<b>NAME OF SUBMITTER:</b>	Jean Paterson
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<b>SIGNATURE:</b>	/jep/
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<b>DATE SIGNED:</b>	08/10/2015
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2015, is delivered pursuant to the Security Agreement, dated as of August 7, 2015, by Exceptional Innovation, Inc., an Ohio corporation, The SmarTV Company, LLC, an Ohio limited liability company and Quadriga Americas, LLC, an Arizona limited liability company, in favor of Deutsche Bank Trust Company Americas, as security agent (in such capacity, together with its successors and permitted assigns, the "Security Agent") for the benefit of the Secured Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

## WITNESSETH:

WHEREAS, pursuant to the Facilities Agreement dated as of June 30, 2015 (and as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Exceptional Innovation B.V., a Dutch private limited liability company, the entities listed therein as Original Guarantors, the entities listed therein as Original Lenders, Assured Risk Transfer, LLC as agent of the Finance Parties, the Security Agent, Deutsche Bank Trust Company Americas as paying agent and account bank, the Lenders have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Security Agent (as the same may be amended, restated, supplemented and/or modified from time to time, the "Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Company; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to maintain their respective extensions of credit to the Company thereunder, the Grantor hereby agrees with the Security Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows.]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EXCEPTIONAL INNOVATION, INC.  
(f/k/a Exceptional Innovation, LLC),  
as Grantor

By: \_\_\_\_\_  
Name: Seale Alonzo Moorer Jr.  
Title: Chief Executive Officer and Chairman

ACCEPTED AND AGREED  
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Security Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


EXCEPTIONAL INNOVATION, INC.  
(f/k/a Exceptional Innovation, LLC),  
as Grantor

By: \_\_\_\_\_  
Name: Seale Alonzo Moorer Jr.  
Title: Chief Executive Officer and Chairman

ACCEPTED AND AGREED  
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Security Agent

By: \_\_\_\_\_  
Name: Julia Engel  
Title: Vice President

  
NIGEL W. LUKE  
VICE PRESIDENT

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

No.	Jurisdiction	Grantor	Mark	Registration No.	Registration Date
1.	U.S.	Exceptional Innovation LLC	EXCEPTIONAL INNOVATION (Design Plus Words)	3446891	6/10/2008
2.	U.S.	Exceptional Innovation LLC	(Design)	3446925	6/10/2008
3.	U.S.	Exceptional Innovation LLC	X EXCEPTIONAL INNOVATION (Design Plus Words)	3464371	7/8/2008
4.	U.S.	Exceptional Innovation LLC	EXCEPTIONAL INNOVATION	3574094	2/10/2009
5.	U.S.	Exceptional Innovation LLC	X (Design Plus Words)	3574099	2/10/2009
6.	U.S.	Exceptional Innovation LLC	X (Design Plus Words)	3657351	7/21/2009
7.	U.S.	Exceptional Innovation LLC	EXCEPTIONAL INNOVATION (Design Plus Words)	3657352	7/21/2009
8.	U.S.	Exceptional Innovation LLC	EXCEPTIONAL INNOVATION (Design Plus Words)	3657353	7/21/2009
9.	U.S.	Exceptional Innovation LLC	LIFE WARE	3677932	9/1/2009
10.	U.S.	Exceptional Innovation LLC	LIFE WARE CERTIFIED (Design Plus Words)	3690180	9/29/2009

No.	Jurisdiction	Grantor	Mark	Registration No.	Registration Date
11.	U.S.	Exceptional Innovation LLC	LIFE WARE UNIVERSITY (Design Plus Words)	3696419	10/13/2009
12.	U.S.	Exceptional Innovation LLC	LIFE STORAGE (Design Plus Words)	3697189	10/13/2009
13.	U.S.	Exceptional Innovation LLC	LIFE VISION (Design Plus Words)	3697190	10/13/2009
14.	U.S.	Exceptional Innovation LLC	LIFE CONTROLLER (Design Plus Words)	3701082	10/27/2009
15.	U.S.	Exceptional Innovation LLC	X (Design Plus Words)	3712883	11/17/2009
16.	U.S.	Exceptional Innovation LLC	LIFE WARE CONNECTED (Design Plus Words)	3747288	2/9/2010

2. TRADEMARK APPLICATIONS

None.